

Jasper County, Iowa

Joe Brock

Denny Carpenter

Doug Cupples



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS AGENDA

www.co.jasper.ia.us

August 15, 2017

9:30 a.m.

Pledge of Allegiance

- Item 1 Human Resources – Dennis Simon**
- a) New Position Resolution for Full Time Grant Coordinator for Public Health
 - b) New Position Resolution for Part Time Parents as Teachers for Public Health
 - c) Employee Hiring Resolution – Sheriff
- Item 2 Elderly Nutrition – Kelli Van Manen**
- a) Skiff Medical Center Contract
- Item 3 Recorder – Denise Allan**
- a) Cott Systems, Inc Agreement
 - b) Approval of Recorder's Monthly Report for July 2017
- Item 4 Engineer – Russ Stutt**
- a) Federal Aid Agreement for BRS(115)
 - b) Federal Aid Agreement for BRS(116)
 - c) Level C Roadway Designation E 64th St S
 - d) Level C Roadway Designation N 89th Ave W
 - e) Resolution Setting Date & Time for Public Hearing for Ordinance 7(previously IV-1)
- Item 5 Buildings & Grounds – Adam Sparks**
- a) Smith's Bell and Clock, Inc – Clock Restoration
 - b) Air Conditioner Quotes for the Annex Building
- Item 6 Jasper County Annex Building**
- a) Professional Services Agreement with Shive-Hattery
- Item 7 Set a Public Hearing to Repeal and Amend Subsection (A) under Unpaved Roads, Section 3 in County Ordinance 62A: an Ordinance to Establish a Policy for the Construction and Reconstruction of Roadways and Bridges on the Jasper County Road System**
- (Recommended Dates September 5, September 12 & September 19, 2017)**

- Item 8** **Approval for the Newton Athletic Booster Club to use of the Southwest Corner of the Courthouse Lawn for Homecoming on 9/14/17 starting at 4:00pm**

- Item 9** **Approval of Liquor License for Iowa Beer Bus at Ira Community Center (Pedaler's Jamboree)**

- Item 10** **Approval of Board of Supervisors minutes for 8/8/17**

- Item 11** **Board Appointments**

- Item 12** **Human Resources – Dennis Simon**
 - a) Closed Session Chapter 21.5c – Jason Palmer, Bradshaw Law firm

PUBLIC INPUT & COMMENTS

Resolution 17-

WHEREAS, The Jasper County Public Health Department has the need for and has requested that the Jasper County Board of Supervisors create the position of permanent full-time Emergency Preparedness 1B Grant Coordinator.

NOW, THEREFORE BE IT RESOLVED that the Jasper County Board of Supervisors shall create the position of permanent full-time Emergency Preparedness 1B Grant Coordinator.

A hiring resolution will be presented to the Board of Supervisors to fill the positions and set the level of pay.

Resolution adopted this 22nd day of August, 2017.

Joe Brock, Chairman

Attest:

Dennis Parrott, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES

BOOK 21

08/22/2017

PAGE

Resolution 17-

WHEREAS, The Jasper County Public Health Department has the need for and has requested that the Jasper County Board of Supervisors create three (3) positions of permanent part-time Parents as Teachers Home Visitors.

NOW, THEREFORE BE IT RESOLVED that the Jasper County Board of Supervisors shall create the positions of permanent part-time Parents as Teachers Home Visitor.

A hiring resolution will be presented to the Board of Supervisors to fill the positions and set the level of pay.

Resolution adopted this 22nd day of August, 2017.

Joe Brock, Chairman

Attest:

Dennis Parrott, Auditor

RECORDED IN BOARD OF SUPERVISORS MINUTES

BOOK 21

08/22/2017

PAGE

AGREEMENT FOR PROVISION OF FOOD SERVICES BETWEEN JASPER COUNTY, IOWA AND SKIFF MEDICAL CENTER

THIS AGREEMENT is made this ____ day of _____, 2017, by and between Jasper County, Iowa, doing business under its “Jasper County Elderly Nutrition Program” and acting by and through its Board of Supervisors (hereinafter referred to as “Contractor”) and Skiff Medical Center, Newton, Iowa, (hereinafter referred to as the “Sub-Contractor”), and *PROVIDES AS FOLLOWS*:

1. NATURE AND DURATION OF AGREEMENT:

This agreement creates no new entity and shall be effective from the 1st day of July, 2017 to the last day of June, 2017. Sub-Contractor and all employees and agents of Sub-Contractor are wholly independent of Contractor, and nothing contained within this Agreement is intended to cause Sub-Contractor or any of its employees or agents to become employees or agents of Contractor for any purpose.

2. LICENSING REQUIREMENTS, MEAL PREPARATION AND DELIVERY:

The Sub-Contractor shall be licensed by the Iowa Department of Inspections and Appeals, and shall comply with state restaurant license laws and regulations pertaining to food handling and preparation.

The Sub-Contractor will prepare meals for the Home Delivered Meals aspects of the program each Saturday and Sunday and on the holidays of Thanksgiving Day and Christmas Day.

The Sub-Contractor shall provide the Contractor with monthly or cycle menus of meals prepared for the home delivered meals program. Meals program shall be subject to approval of the program director and shall comply with the food pattern listed below:

Meat or meat alternative – 3 oz. of cooked edible portions of beef, pork, fish, fowl, luncheon meats, eggs or cheese

Two Vegetables and One Fruit group – two 1/2 cup servings (dessert should not be counted toward this).

Three servings of bread or bread alternative.

Butter or Margarine

One Milk / Alternative

Dessert – one 1/2 cup serving of simple dessert such as fruit, pudding, etc.

Modified diets may be provided by the Sub-Contractor upon request by the Contractor and standard meals shall be modified if required by any changes of any state or federal agency rule or grant funding requirement. The Contractor shall be responsible for delivery of meals via its “Elderly Nutrition Program” endeavors.

3. ACCESS:

Employees of the Contractor, and other qualified representatives shall have access to the facility at such time as is needed to perform their job responsibilities and to ensure full compliance with this Agreement by the Sub-Contractor.

4. CLIENT CERTIFICATION AND RECORDS:

The Contractor, through its Elderly Nutrition Program Director, shall be responsible for certification of eligible recipients of Home Delivered Meals and delivery of said meals. Requests for service shall be referred to the Contractor. The Contractor will notify the Sub-Contractor, in advance, of additions or deletions to the number of meals to be prepared. Information necessary for the successful operation of the program shall be exchanged by both parties. The Sub-Contractor shall maintain a monthly record of meals served to each recipient and submit such records to the Contractor, c/o Jasper County Elderly Nutrition Program, 2401 First Avenue East, Newton, Iowa, 50208, no later than the 5th day of the following month. The Contractor may provide the Sub-Contractor with any forms needed by Contractor record keeping and, if so, Sub-Contractor agrees to promptly and accurately complete and return such forms concurrent with any billing for Sub-Contractor's services provided hereunder.

5. BILLING:

The Sub-Contractor shall submit monthly statements for payment, detailing the number of meals served and cost per meal. Any additional charges shall be itemized in the statement. Statements shall be submitted to the Contractor no later than the last day of the month.

The Sub-Contractor shall provide suitable meals at the rate of \$6.00 each for Saturdays and Sundays, EXCEPT that the rate of \$5.00 per meal shall apply for those meals prepared on Thanksgiving Day and Christmas Day (even if Christmas Day were to fall on a Saturday or Sunday).

6. LIABILITY:

The Contractor shall carry primary insurance for personal injury and personal liability and secondary insurance for product liability. The Sub-Contractor, and its employees and representatives, shall be held harmless from claims and actions against the nutrition program for personal injury and personal liability caused by any employee or representative of Contractor acting within the scope of his or her employment. The Sub-Contractor shall indemnify through insurance policies and hold harmless Contractor, and its employees and representatives, from any act or omission on the part of the Sub-Contractor, or its employees or representatives, causing harm or injury to any third person in relation to any matters involved under this Agreement. The Sub-Contractor shall cooperate to promptly supply the Contractor's program director with copies of the required policy or policies of insurance.

7. NON-DISCRIMINATION:

All parties to this agreement shall comply with the Civil Rights Act of 1964 (P.L. 880352) and all requirements imposed by or pursuant thereto, the Rehabilitation Act of 1965, Section 504, and all other applicable Federal, State and local laws, rules and regulations. In accordance therewith, no person shall be discriminated against, excluded from participation, be denied benefits, or be otherwise subjected to discrimination on the grounds of race, creed, color, sex, age, national origin, or handicap.

8. ASSIGNMENT OF DUTIES AND RESPONSIBILITIES BY SUB-CONTRACTOR:

No assignment or transfer of this agreement or any of the duties imposed hereunder may be made in whole or part without the written consent of the Contractor following public hearing and passage of appropriate resolution.

9. MODIFICATIONS, TERMINATION FOR CONVENIENCE:

No variation or modification of this agreement, and no waiver of its provisions, shall be valid unless in writing and signed by duly authorized officers of both Contractor and Sub-Contractor. Both parties may, at any time during the life of this agreement or any extension thereof, terminate this agreement upon thirty (30) days written notice of intention to do so, except that Contractor may terminate this agreement immediately and without recourse if based upon probable cause of any breach of this agreement or any violation of applicable laws, rules or regulations on the part of the Sub-Contractor.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be signed by their duly authorized officers/representatives.

JASPER COUNTY, IOWA:

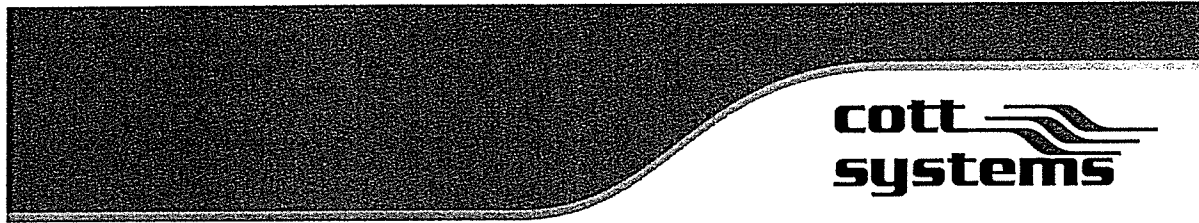
SKIFF MEDICAL CENTER:

Joe Brock, Chairperson,
Jasper County Board of Supervisors

Executive Director

Attest: _____
Dennis K. Parrott,
Jasper County Auditor

Jasper County, Iowa



ADD SOFTWARE LICENSE SCHEDULE

For Denise Allan, County Recorder, Jasper County, Iowa
Prepared on August 10, 2017

Cott providing the following:

Records Management System	Resolution³ Software Services <small>LAND RECORDS MANAGEMENT</small>
User License: One (1) additional user license (adding 6 th license, currently have 5).	
Hardware – no hardware provisions by Cott are included.	
Implementation Services – (project management, installation), Software Assurance.	
Software Lease Fees Schedule of Payments	\$90 and \$120/mo.
Current monthly fee for system is \$1,445/mo. plus additional license equates to new monthly of \$1,565/mo.	

TERM: the contract term will be co-terminus with current system contract term effective through 10/31/2019.

Cott and Customer have executed this Schedule to be effective as of the date it is signed by Customer. Cott's Master Agreement for Products and Services also applies to the provision of services by Cott under this Schedule and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Schedule will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

Master Agreement for Products and Services

2/8/2010
(Date Signed)

Software License and Software Assurance Addendum

2/8/2010
(Date Signed)

COTT SYSTEMS, INC.

Jasper County, Iowa

(County, Parish, Town)

CUSTOMER

Deborah A. Ball 8/10/2017
(Signature) (Date)

(Signature) (Date)

Deborah A. Ball
(Print Name)

(Print Name)

Chief Executive Officer
(Print Title)

(Print Title)

Matthew D. Newsome
(Attest)

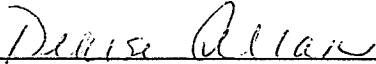
(Attest)

PLEASE NOTE: The pricing in this offer is valid through 2/10/2018. After this date, this offer will be priced at the then current rate and will be subject to current costs equal to +/- 10%.

RECORDER'S MONTHLY REPORT
STATE OF IOWA, COUNTY OF JASPER

TO THE BOARD OF SUPERVISORS OF JASPER COUNTY:

I, Denise Allan, Recorder of the above named county and state do hereby certify that this is a true and correct statement of the fees collected by me in my office for the period of July 1, 2017 through July 31, 2017, and the same have been paid to the county Treasurer.


Denise Allan, Jasper County Recorder

Date: August 4, 2017

Dennis Parrott, Jasper County Auditor

Recording Fees	0001-1-07-8110-400000	<u>\$7,374.00</u>	
	(+) E-File Recording Fees	<u>\$4,385.00</u>	<u>\$11,759.00</u>
Copies	0001-1-07-8110-400000		<u>\$1,137.20</u>
Fed Tx Search	0001-1-07-8110-400000		<u>\$0.00</u>
Auditor's Trans	0001-1-07-9010-410000	<u>\$655.00</u>	
	(+) E-File Auditor Trans Fees	<u>\$215.00</u>	<u>\$870.00</u>
Co Trans Tax	0001-1-07-8110-404000	<u>\$1,549.57</u>	
	(+) E-File Trans Tax Fees	<u>\$1,114.89</u>	<u>\$2,664.46</u>
Over Payments	0001-4-07-0054-822000		<u>\$79.96</u>
ELSI Co Fees	0001-1-07-8110-403000		<u>\$197.00</u>
Co Boat Title	0001-1-22-6110-412000		<u>\$125.00</u>
Co Boat Lien	0001-1-07-8110-418000		<u>\$10.00</u>
Snow Title/Lien	0001-1-07-8110-401100		<u>\$15.00</u>
ATV/ORV Title/Lien	0001-1-07-8110-401200		<u>\$160.00</u>
Vital Cert Co	0001-1-07-8110-413000		<u>\$728.00</u>
Vital Plain Copy	0001-1-07-8110-408000		<u>\$0.00</u>
Co Marriages	0001-1-07-8110-417000		<u>\$104.00</u>
Int Bank Acct	0001-4-07-0054-600000		<u>\$2.05</u>
Record Mgmt	0024-1-07-8110-414000	<u>\$302.00</u>	
	(+) E-File Record Mgmt Fees	<u>\$206.00</u>	<u>\$508.00</u>
E-Fees	5300-1-77-0500-416000	<u>\$302.00</u>	
	(+) E-File E-Fees	<u>\$206.00</u>	<u>\$508.00</u>
Misc Revenue Fees	0001-1-07-8110-849000		<u>-\$0.85</u>
Total County Fee Collected for <u>July 2017</u>			<u>\$18,866.82</u>

Denise Allan
County Recorder

Account Balance Report
From 7/1/2017 Through 7/31/2017

Jasper County, Iowa
101 1st St N Rm 205 PO Box 665
Newton, IA 50208
(641) 792-5442

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Revenue Totals		Charge Payment Totals		Drawer
		Cash/Check (1)	Other Pay (2)	Cash/Check (3)	Other Pay (3)	
01-01-01	Recording 0001-1-8110-4000-1	\$7,269.00	\$105.00	\$0.00	\$0.00	\$7,374.00
01-01-02	Recd Mgmt0024-1-8110-4140-	\$295.00	\$7.00	\$0.00	\$0.00	\$302.00
01-01-03	E-Fee 5300-1-0500-4160-77	\$295.00	\$7.00	\$0.00	\$0.00	\$302.00
01-02-00	Auditors 0001-1-9010-4100-07	\$635.00	\$20.00	\$0.00	\$0.00	\$655.00
01-03-01	Co Tran Tax0001-1-8110-4040	\$1,527.49	\$22.08	\$1,549.57	\$0.00	\$1,549.57
01-03-02	State Tran Tax	\$7,327.71	\$105.92	\$7,433.63	\$0.00	\$7,433.63
01-05-02	Copies 0001-1-8110-4000-07	\$1,135.70	\$1.50	\$1,137.20	\$0.00	\$1,137.20
	***** Account Group 01 Total *****	\$18,484.90	\$268.50	\$18,753.40	\$0.00	\$18,753.40
02-04-01	Marr Co 0001-1-8110-4170-07	\$92.00	\$12.00	\$104.00	\$0.00	\$104.00
02-04-02	Marriage License - State	\$713.00	\$93.00	\$806.00	\$0.00	\$806.00
02-04-03	3 Day Waiver	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
02-04-04	Vitalcert0001-1-8110-4130-C	\$684.00	\$44.00	\$728.00	\$0.00	\$728.00
02-04-05	Vital Cert State	\$2,736.00	\$176.00	\$2,912.00	\$0.00	\$2,912.00
02-04-06	Vital Pl Copy01-1-8110-4080-C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 02 Total *****	\$4,225.00	\$325.00	\$4,550.00	\$0.00	\$4,550.00
03-01-01	Passprt Co 0001-1-8110-4150-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03-01-02	Passport - Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03-03-01	Expedite Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 03 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-00	Hunting & Fishing/Elisi	\$219.00	\$37.00	\$256.00	\$0.00	\$256.00
05-01-01	H&Fw/Elisi 0001-1-8110-4030-	\$169.75	\$27.25	\$197.00	\$0.00	\$197.00
05-01-04	Boat Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-05	Snow & Atv Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-06	Boat Title Fee	\$105.00	\$20.00	\$125.00	\$0.00	\$125.00
05-01-07	Boat Lien Fee	\$10.00	\$0.00	\$10.00	\$0.00	\$10.00
05-01-08	Snow Title Fee	\$15.00	\$0.00	\$15.00	\$0.00	\$15.00
05-01-09	Snow Lien Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-10	Atv Title Fee	\$130.00	\$20.00	\$150.00	\$0.00	\$150.00
05-01-11	Atv Lien Fee	\$10.00	\$0.00	\$10.00	\$0.00	\$10.00
05-01-12	Rsu Perm/Elisi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
05-01-13	Nrohvu Perm/Eisi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-14	Nrsu Perm/Eisi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-01	Boat, Write 0001-1-8110-4020-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-03	Sno/Atv Wf 0001-1-8110-4010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-04	Atv/Orv T&L Co 000118110401	\$140.00	\$0.00	\$20.00	\$160.00	\$0.00	\$0.00	\$0.00	\$160.00
05-02-05	Snow T&L Co 001-1-8110-401	\$15.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00
05-02-06	Bt Title Co 001-1-6110-4120-2	\$105.00	\$0.00	\$20.00	\$125.00	\$0.00	\$0.00	\$0.00	\$125.00
05-02-07	Bt Lien Co 0001-1-8110-4180-	\$10.00	\$0.00	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$10.00
05-03-01	Use Tax	\$90.00	\$0.00	\$18.00	\$108.00	\$0.00	\$0.00	\$0.00	\$108.00
05-03-02	la Sales Tax	\$2,707.50	\$0.00	\$637.50	\$3,345.00	\$0.00	\$0.00	\$0.00	\$3,345.00
05-03-03	Local Option Tax	\$215.25	\$0.00	\$43.75	\$259.00	\$0.00	\$0.00	\$0.00	\$259.00
05-03-04	School Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-03-05	Overpaymnt 0001-4-0054-8220-	\$79.96	\$0.00	\$0.00	\$79.96	\$0.00	\$0.00	\$0.00	\$79.96
05-03-06	Rvrs	\$1,832.00	\$0.00	\$316.40	\$2,148.40	\$0.00	\$0.00	\$0.00	\$2,148.40
	***** Account Group 05 Total *****	\$5,853.46	\$0.00	\$1,159.90	\$7,013.36	\$0.00	\$0.00	\$0.00	\$7,013.36
06-01-01	Balance Brought Forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
06-01-02	Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 06 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-01-01	Ucc Search 0001-1-8110-4000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-01-02	Ucc1/Trem 0001-1-8110-4000-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-02-01	Fedtxsearch0001-1-8110-400C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-03-01	Interest On Bank Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 07 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08-01-01	Crls-Standard Fee	\$2,660.00	\$0.00	\$1,725.00	\$4,385.00	\$0.00	\$0.00	\$0.00	\$4,385.00
08-01-02	Crls-Document Management I	\$135.00	\$0.00	\$71.00	\$206.00	\$0.00	\$0.00	\$0.00	\$206.00
08-01-03	Crls-Erecording Fee	\$135.00	\$0.00	\$71.00	\$206.00	\$0.00	\$0.00	\$0.00	\$206.00
08-01-04	Crls-Additional Tran Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08-01-05	Crls-Transfer Fee	\$110.00	\$0.00	\$105.00	\$215.00	\$0.00	\$0.00	\$0.00	\$215.00
08-01-06	Crls-Transfer Tax	\$5,230.40	\$0.00	\$1,232.80	\$6,463.20	\$0.00	\$0.00	\$0.00	\$6,463.20
	***** Account Group 08 Total *****	\$8,270.40	\$0.00	\$3,204.80	\$11,475.20	\$0.00	\$0.00	\$0.00	\$11,475.20

Denise Allan
County Recorder

Account Balance Report
From 7/1/2017 Through 7/31/2017

Jasper County, Iowa
101 1st St N
Rm 205 PO Box 665
Newton, IA 50208
(641) 792-5442

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
11-66-10	Writing Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*****	Account Group 11 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
55-55-55	Federal Duck Stamp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*****	Account Group 55 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Final Totals :	\$36,833.76	\$0.00	\$4,958.20	\$41,791.96	\$0.00	\$0.00	\$0.00	\$41,791.96

Counts/Totals From 7/1/2017 Through 7/31/2017

Cash Total :	\$8,820.65 +	Number of Cash Payments :	213
Check Total :	\$26,426.86 +	Number of Check Payments :	354
Other Pay Total :	\$6,558.00 +	Number of Charge Payments :	14
Change Total :	\$13.55 -	Number of Charge Payments :	0
Subtotal :	\$41,791.96	Number of Other Payments :	141
Charge Total :	\$0.00 +	Number of Receipts :	655
Grand Total :	\$41,791.96	Number of Voids :	8

Charge Information

Balance Forward Information	
Number of Payments on Account :	0
Total Paid on Account :	\$0.00

Other Payment Breakdown

Other Payment Method	Total Count	Total Paid
CREDIT CARD	37	\$1,753.40
DIRECT DEPOSIT	104	\$4,804.60
Total :	141	\$6,558.00

April 2016

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
For a County Highway Bridge Program Project**

Recipient: Jasper County

Project No: BRS-C050(115)--60-50

Iowa DOT Agreement No: 1-17-HBP-S-012

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Jasper County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Surface Transportation Block Grant Program (STP) program makes Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of STP funds have been set-aside for this purpose and designated as the Highway Bridge Program.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the Department agrees to provide Highway Bridge Program funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be the District 1 Local Systems Engineer. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 030820
 - B. Location: On County Road F17 over the North Skunk River
 - C. Preliminary Estimated Total Cost: \$1,500,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the Department. Within the eligible project construction limits, eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances eligible activities may also include utility relocation or railroad work that is required for construction of the project. Certain activities necessary to comply with Federal or State environment or permit requirements, including studies and/or mitigation of the project's environmental impacts, are also eligible.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, and fees or interest associated with bonds or loans are not eligible.
6. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from Highway Bridge Program funds. The portion of the eligible project costs reimbursed by Highway Bridge Program funds shall be limited to a maximum of 80% of eligible costs. Reimbursed costs will be limited to federal funds that are made available for counties through the Federal Highway Bridge Replacement Program outlined in 761 Iowa Administrative Code, Chapter 161.
7. The Recipient shall pay for all project costs not reimbursed with Highway Bridge Program funds.

8. The Recipient shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the Department.
12. This agreement shall be executed and delivered in two or more copies, each of which shall be deemed to be an original and shall constitute but one and the same agreement.
13. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, this agreement may become null and void, unless the Recipient submits a written request for extension to the Department at least 30 days prior to the 3 year deadline. If approved, this agreement may be extended for a period of time as determined by the Department, but not less than 6 months.
14. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: Jasper County

This agreement was approved by official action of the Jasper County Board of Supervisors in official session on the _____ day of _____, _____.

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Division

By _____
Gregg Durbin, P.E.
Local Systems Engineer
District 1

Date _____, _____

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Recipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.
- f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.
 - ii. The Recipient shall comply with the requirements of I.M. 3.710, DBE Guidelines.

- iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

3. Federal Participation in Work Performed by Recipient Employees.

- a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.310, Federal-aid Participation in In-House Services.
- b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.810, Federal-aid Construction by Local Agency Forces.
- c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient. If approved, the approved indirect cost rate shall be incorporated by means of an amendment to this agreement.

4. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

- b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.305, Federal-aid Participation in Consultant Costs.
- c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.105, Concept Statement Instructions; 3.110, Environmental Data Sheet Instructions; 3.112, FHWA Environmental Concurrence Process; and 3.114, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 3.120, Farmland Protection Policy Act Guidelines.
- c. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 3.130, 404 Permit Process; 3.140, Storm Water Permits; 3.150, Highway Improvements in the Vicinity of Airports or Heliports; and 3.160, Asbestos Inspection, Removal and Notification Requirements.
- d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed \$100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.

- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.
- e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.505, Check and Final Plans and I.M. 3.510, Check and Final Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 3.730, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.
- c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 3.720, Local Letting Process, Federal-aid.
- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.750, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code Section 26.12.
- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Department has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Recipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The Recipient shall follow the procedures in I.M. 3.805, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - 1) in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - 2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

10. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department and request a final audit, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

April 2016

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
For a County Highway Bridge Program Project**

Recipient: Jasper County

Project No: BRS-C050(116)—60-50

Iowa DOT Agreement No: 1-17-HBP-S-013

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Jasper County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Surface Transportation Block Grant Program (STP) program makes Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of STP funds have been set-aside for this purpose and designated as the Highway Bridge Program.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the Department agrees to provide Highway Bridge Program funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be the District 1 Local Systems Engineer. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 030380
 - B. Location: On County Road F48 over Squaw Creek
 - C. Preliminary Estimated Total Cost: \$840,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the Department. Within the eligible project construction limits, eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances eligible activities may also include utility relocation or railroad work that is required for construction of the project. Certain activities necessary to comply with Federal or State environment or permit requirements, including studies and/or mitigation of the project's environmental impacts, are also eligible.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, and fees or interest associated with bonds or loans are not eligible.
6. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from Highway Bridge Program funds. The portion of the eligible project costs reimbursed by Highway Bridge Program funds shall be limited to a maximum of 80% of eligible costs. Reimbursed costs will be limited to federal funds that are made available for counties through the Federal Highway Bridge Replacement Program outlined in 761 Iowa Administrative Code, Chapter 161.
7. The Recipient shall pay for all project costs not reimbursed with Highway Bridge Program funds.

8. The Recipient shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the Department.
12. This agreement shall be executed and delivered in two or more copies, each of which shall be deemed to be an original and shall constitute but one and the same agreement.
13. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, this agreement may become null and void, unless the Recipient submits a written request for extension to the Department at least 30 days prior to the 3 year deadline. If approved, this agreement may be extended for a period of time as determined by the Department, but not less than 6 months.
14. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: Jasper County

This agreement was approved by official action of the Jasper County Board of Supervisors in official session on the _____ day of _____, _____.

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Division

By _____
Gregg Durbin, P.E.
Local Systems Engineer
District 1

Date _____, _____

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Recipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.
- f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.
 - ii. The Recipient shall comply with the requirements of I.M. 3.710, DBE Guidelines.

iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

3. Federal Participation in Work Performed by Recipient Employees.

- a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.310, Federal-aid Participation in In-House Services.
- b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.810, Federal-aid Construction by Local Agency Forces.
- c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient. If approved, the approved indirect cost rate shall be incorporated by means of an amendment to this agreement.

4. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

- b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.305, Federal-aid Participation in Consultant Costs.
- c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.105, Concept Statement Instructions; 3.110, Environmental Data Sheet Instructions; 3.112, FHWA Environmental Concurrence Process; and 3.114, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 3.120, Farmland Protection Policy Act Guidelines.
- c. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 3.130, 404 Permit Process; 3.140, Storm Water Permits; 3.150, Highway Improvements in the Vicinity of Airports or Heliports; and 3.160, Asbestos Inspection, Removal and Notification Requirements.
- d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed \$100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.

- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.
- e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.505, Check and Final Plans and I.M. 3.510, Check and Final Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 3.730, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.
- c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 3.720, Local Letting Process, Federal-aid.
- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.750, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code Section 26.12.
- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Department has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Recipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The Recipient shall follow the procedures in I.M. 3.805, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - 1) in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - 2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

10. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department and request a final audit, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

LEVEL "C" ROADWAY DESIGNATION RESOLUTION

Number _____

WHEREAS, Jasper County desires to classify a certain stretch of roadway on the area service system to provide for a minimal level of maintenance and access by means of a gate or barrier; and

WHEREAS, the County, after consultation with the County Engineer, has the authority to specify certain roads within the County as Area Service "C" roads pursuant to Iowa Code Section 309.57 (2015) see attached reference Document 1 of 1; and

WHEREAS, Jasper County has received a written request from the land owners, requesting that the Level "B" portion of **E 64th St S in Section 18-78N-18W of Elk Creek Township in Jasper County** be classified as a Level "C" Area Service Road and gates be installed. The north gates will be installed at the intersections of S 96th Ave E and the south gate will be installed at the intersection of S 104th Ave E.

1. **Blading.** Blading or dragging will not be performed on a regular basis.
2. **Snow and Ice Removal.** Snow and Ice removal will not be performed on a regular basis. Sanding and salting will not be performed on a regular basis.
3. **Bridges.** Bridges on Area Service "C" Roads may not be maintained to carry legal loads but will be posted as appropriate to advise of any load limitations.
4. **Weed, Brush, and Trees.** Mowing or spraying weeds, cutting brush and tree removal will not be performed on a regular basis. Adequate sight distances will not be maintained as on a regular road.
5. **Structures** Bridges and Culverts may not be maintained on a regular basis to carry legal loads. Upon failure or loss, the replacement structures will be for traffic thereon.
6. **Road Surfacing.** There will be no surfacing materials applied to Area "C" Service roads.
7. **Shoulders.** Shoulders will not be maintained.
8. **Crown.** A crown will not be maintained.
9. **Repairs.** There will be no repairs on a regular basis.
10. **Uniform Width.** Uniform width for the traveled portion of the road will not be maintained.
11. **Inspections.** Regular inspections will not be conducted.
12. **Gate.** The gate shall be purchased and installed by the County, and maintained by the County.

WHEREAS, the only persons who will have access rights to the road shall be:

- (1) The owner, lessee, or person in lawful possession of any adjoining land.
- (2) The agent or employee of the owner, lessee or person in lawful possession of any adjoining land.
- (3) Any peace officer.
- (4) Any magistrate.
- (5) Any public employee whose duty it is to supervise the use or perform maintenance of the road.
- (6) Any agent or employee of any utility located upon the road.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JASPER COUNTY that this County does hereby establish the road described as an Area Service "C" road, with restricted access and a minimal level of maintenance.

Enacted this 5th day of August, 2017

Chairperson, Board of Supervisors
Joseph Brock

Board Member, Dennis Carpenter

Board Member, Doug Cupples

Attest: _____
Auditor, Dennis Parrott

Reference 1

309.57 Area service classification.

1. The county board of supervisors, after consultation with the county engineer, and for purposes of specifying levels of maintenance effort and access, may classify the area service system into three classifications termed area service “A”, area service “B”, and area service “C”. The area service “A” classification shall be maintained in conformance with applicable statutes. Area service “B” classification roads may have a lesser level of maintenance as specified by the county board of supervisors, after consultation with the county engineer. Area service “C” classification roads may have restricted access and a minimal level of maintenance as specified by the county board of supervisors after consultation with the county engineer.

2. Roads within area service “B” and “C” classifications shall have appropriate signs, conforming to the Iowa state sign manual, installed and maintained by the county at all access points to roads on this system from other public roads, to adequately warn the public they are entering a section of road which has a lesser level of maintenance effort than other public roads. In addition, area service “C” classification roads shall adequately warn the public that access is limited.

3. Roads may only be classified as area service “C” by ordinance or resolution. The ordinance or resolution shall specify the level of maintenance effort and the persons who will have access rights to the road. The county shall only allow access to the road to the owner, lessee, or person in lawful possession of any adjoining land, or the agent or employee of the owner, lessee, or person in lawful possession, or to any peace officer, magistrate, or public employee whose duty it is to supervise the use or perform maintenance of the road. Access to the road shall be restricted by means of a gate or other barrier.

4. Notwithstanding **section 716.7, subsection 2**, paragraph “b”, subparagraph (2), entering or remaining upon an area service “C” classification road without justification after being notified or requested to abstain from entering or to remove or vacate the road by any person lawfully allowed access shall be a trespass as defined in **section 716.7**.

5. A road with an area service “C” classification shall retain the classification until such time as a petition for reclassification is submitted to the board of supervisors. The petition shall be signed by one or more adjoining landowners. The board of supervisors shall approve or deny the request for reclassification within sixty days of receipt of the petition.

6. The county and officers, agents, and employees of the county are not liable for injury to any person or for damage to any vehicle or equipment, or contents of any vehicle or equipment, which occurs proximately as a result of the maintenance of a road which is classified as area service “B” or “C” if the road has been maintained to the level required for roads classified as area service “B” or “C”.

[S81, §309.57; 81 Acts, ch **100**, §1]

96 Acts, ch **1103, §1**; 2002 Acts, ch **1063, §10**; 2003 Acts, ch **144, §5**; 2013 Acts, ch **90, §242**

LEVEL "C" ROADWAY DESIGNATION RESOLUTION

Number _____

WHEREAS, Jasper County desires to classify a certain stretch of roadway on the area service system to provide for a minimal level of maintenance and access by means of a gate or barrier; and

WHEREAS, the County, after consultation with the County Engineer, has the authority to specify certain roads within the County as Area Service "C" roads pursuant to Iowa Code Section 309.57 (2015) see attached reference Document 1 of 1; and

WHEREAS, Jasper County has received a written request from the Jasper County Sheriff, and confirmation letters from the land owners requesting that the Level "B" portion of **N 89th Ave W in Section 19-81N-21W of Clear Creek Township in Jasper County** be classified as a Level "C" Area Service Road and gates be installed. The gates will be installed at the intersection of W 148th St N.

1. **Blading.** Blading or dragging will not be performed on a regular basis.
2. **Snow and Ice Removal.** Snow and Ice removal will not be performed on a regular basis. Sanding and salting will not be performed on a regular basis.
3. **Bridges.** Bridges on Area Service "C" Roads may not be maintained to carry legal loads but will be posted as appropriate to advise of any load limitations.
4. **Weed, Brush, and Trees.** Mowing or spraying weeds, cutting brush and tree removal will not be performed on a regular basis. Adequate sight distances will not be maintained as on a regular road.
5. **Structures** Bridges and Culverts may not be maintained on a regular basis to carry legal loads. Upon failure or loss, the replacement structures will be for traffic thereon.
6. **Road Surfacing.** There will be no surfacing materials applied to Area "C" Service roads.
7. **Shoulders.** Shoulders will not be maintained.
8. **Crown.** A crown will not be maintained.
9. **Repairs.** There will be no repairs on a regular basis.
10. **Uniform Width.** Uniform width for the traveled portion of the road will not be maintained.
11. **Inspections.** Regular inspections will not be conducted.
12. **Gate.** The gate shall be purchased and installed by the County, and maintained by the County.

WHEREAS, the only persons who will have access rights to the road shall be:

- (1) The owner, lessee, or person in lawful possession of any adjoining land.
- (2) The agent or employee of the owner, lessee or person in lawful possession of any adjoining land.
- (3) Any peace officer.
- (4) Any magistrate.
- (5) Any public employee whose duty it is to supervise the use or perform maintenance of the road.
- (6) Any agent or employee of any utility located upon the road.

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JASPER COUNTY that this County does hereby establish the road described as an Area Service "C" road, with restricted access and a minimal level of maintenance.

Enacted this 15th day of August, 2017

Chairperson, Board of Supervisors
Joseph Brock

Board Member, Dennis Carpenter

Board Member, Doug Cupples

Attest: _____
Auditor, Dennis Parrott

Reference 1

309.57 Area service classification.

1. The county board of supervisors, after consultation with the county engineer, and for purposes of specifying levels of maintenance effort and access, may classify the area service system into three classifications termed area service “A”, area service “B”, and area service “C”. The area service “A” classification shall be maintained in conformance with applicable statutes. Area service “B” classification roads may have a lesser level of maintenance as specified by the county board of supervisors, after consultation with the county engineer. Area service “C” classification roads may have restricted access and a minimal level of maintenance as specified by the county board of supervisors after consultation with the county engineer.

2. Roads within area service “B” and “C” classifications shall have appropriate signs, conforming to the Iowa state sign manual, installed and maintained by the county at all access points to roads on this system from other public roads, to adequately warn the public they are entering a section of road which has a lesser level of maintenance effort than other public roads. In addition, area service “C” classification roads shall adequately warn the public that access is limited.

3. Roads may only be classified as area service “C” by ordinance or resolution. The ordinance or resolution shall specify the level of maintenance effort and the persons who will have access rights to the road. The county shall only allow access to the road to the owner, lessee, or person in lawful possession of any adjoining land, or the agent or employee of the owner, lessee, or person in lawful possession, or to any peace officer, magistrate, or public employee whose duty it is to supervise the use or perform maintenance of the road. Access to the road shall be restricted by means of a gate or other barrier.

4. Notwithstanding **section 716.7, subsection 2**, paragraph “b”, subparagraph (2), entering or remaining upon an area service “C” classification road without justification after being notified or requested to abstain from entering or to remove or vacate the road by any person lawfully allowed access shall be a trespass as defined in **section 716.7**.

5. A road with an area service “C” classification shall retain the classification until such time as a petition for reclassification is submitted to the board of supervisors. The petition shall be signed by one or more adjoining landowners. The board of supervisors shall approve or deny the request for reclassification within sixty days of receipt of the petition.

6. The county and officers, agents, and employees of the county are not liable for injury to any person or for damage to any vehicle or equipment, or contents of any vehicle or equipment, which occurs proximately as a result of the maintenance of a road which is classified as area service “B” or “C” if the road has been maintained to the level required for roads classified as area service “B” or “C”.

[S81, §309.57; 81 Acts, ch **100**, §1]

96 Acts, ch **1103, §1**; 2002 Acts, ch **1063, §10**; 2003 Acts, ch **144, §5**; 2013 Acts, ch **90, §242**

Resolution No. _____

**RESOLUTION ESTABLISHING
DATE AND TIME FOR A
PUBLIC HEARING TO AMEND ORDINANCE NO. IV-1**

Moved by , _____ seconded by, _____

To set 9:30 a.m. CDT September 5 2017 as the time and date for a public hearing to be held in the Jasper County Board of Supervisors Office in the Courthouse, in Newton, Iowa, concerning revisions under Amendment No. 4 to Jasper County Ordinance No. IV-1, titled An Ordinance Establishing the Area Service System "B" Classification in Jasper County, IA, for the purpose of classifying certain roads on the area system of Jasper County to provide for a reduced level of maintenence.

Passed and approved this 15th day of August, 2017 upon the following roll call vote:

AYES: _____

NAYS: _____

Joseph Brock, Chairman,
Jasper County Board of Supervisors

ATTEST: _____
Dennis Parrott
Jasper County Auditor

Smith's Bell and Clock, INC.

5941 E. N. Co. Line Rd.
Camby, IN 46113
888-469-4442
317-847-4092
FAX#317-483-3251
www.smithsbellandclock

PRICE QUOTATION

DATE : 04-26-17
TERMS: NET 30
FOB: MOORES, IN
SHIP VIA: BESTWAY
email: jj@smithsbellandclock.com

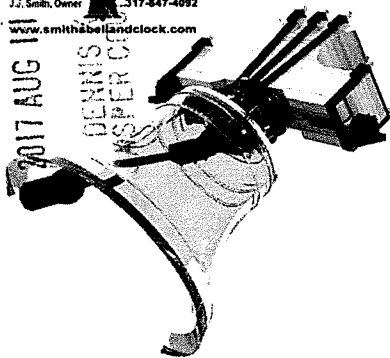
TO: Jasper Co. Courthouse, Newton IA

JOB DESCRIPTION: TOWER CLOCK

SCOPE OF WORK: PLANNING FOR RENOVATION OF TOWER CLOCKS, AND OR INCLUDE VARIOUS REPAIR WORK. PROJECT WILL CONTINUE TO SERVE AS A BEACON TO THE COUNTY AND PRESERVE A PIECE OF HISTORY. THE GOAL IS TO PROVIDE ANOTHER LIFETIME OF USE FROM THE CLOCKS. TOTAL RESTORATION INCLUDES THE FOLLOWING BELOW. THE DETAILS BELOW INVOLVE A SERIOUS PROCEDURE OF PRESERVATION/RESTORATION.

CLOCK RESTORATION – 4 ELEVATIONS

Smith's Bell and Clock Service inc
J.J. Smith, Owner 317-847-4092
www.smithsbellandclock.com



1. Remove all Dial Glass and Dial Gear Assemblies from center section of Dial Glass.
2. Provide Temporary opening protection to protect interior of Dome. Provide removable Plywood Assemblies.
3. Remove all Dial Glass and Glazing Compound.
4. True Bell Striker shafts, re-machine as necessary. Renew cabling to bell striker.
5. Remove Cast Iron Dials for Restoration:
 - Cast iron dials to be cleaned and primed on all sides with Sherman William's Industrial and Marine Primer. Or powdercoated (customer choice)

- Cast iron dials to be painted with two (2) coats of Satin Black – Sherman Williams Industrial and Marine Primer.
 - Wood Dial Base – All four (4) sides to be cleaned and repainted. (if applicable)
6. Upon removal of the clock face rings, the wooden framework and or brick/masonry that supports the dial glass frames shall be washed down, cleaned and any rotten wood shall be replaced with like material. (if required)
Allow Two to Three days to dry and apply two (2) coats of “TWP” Series 299 or similar wood preservative.
Wood Frame to be caulked between outside edge and stone/Masonry.
Gaskets will be applied to dials where the cast iron and dial glass meet.
7. New Dial Glass to be ¼” thick, milk white laminated glass:
- Dial glass to be cut to allow for expansion and contraction.
 - New Dial glass to be installed with stainless steel hardware to match existing.
8. Dial gear assemblies to be completely restored:
- All to be cleaned of all oil and dirt.
 - All parts to be deburred, machined and replaced as necessary to be made operational
 - All cast iron parts will be primed and painted two (2) coats to match original colors.
 - New gaskets shall be made to seal the gear assemblies to the dial glass.
 - Universal joints shall be cleaned of oil and dirt and primed and painted original colors.
9. CLOCK HANDS:
- New Hands to be made of ¾” # 1 Sugar Pine to match existing, tapered to 3/8” at the outer edge, to match today’s style.
 - Hands to be sanded smooth and painted with four (4) coats of satin black enamel. Note: Number of coats to be determined to have the final finish as “smooth”.
 - New Counter Balance weights shall be made of 1-1/8” DIA Bronze and secured on the rods with ¼” SS set screws. Then to be balanced. (if required)
10. CLOCK MECHANISM:
- Clock cluster gear shall be disassembled and all parts to be cleaned. Gears deburred, machined as necessary or replaced, then polished and sealed. Small drive shafts shall be remade to match existing.

- All cast iron pieces to be primed and painted to match existing.
- All bolts and other hardware to be stainless steel
- The main drive shaft, from clock mechanism to the cluster gears to be replaced with
1 ¼ " steel pipe with ½" brass rod at each end to connect the universals.
- The four (4) dial shafts from the cluster gears to the dial gear assemblies shall be straightened, and or replaced, primed and painted.
- The Dial Gear assemblies shall be installed into the center section of Dial Glass.

New Hands to be installed into the Dial Gear Assemblies with stainless steel set screws

- All parts shall be installed with four (4) dials synchronized to each other and set to the correct time. Time and strike shall be synchronized and clock started.

Provide necessary missing parts as required- Barrels, Pendulum, verge, escape, automatic winders, miscellaneous shafts, gearing, etc.

11. Clock Illumination:

- Provide 2 LED wall washers per dial openings (total 8 (eight) fixtures). Wall washers –
- DMX Panel to be installed in the Clock control room in attic.

12. See Section 00120 – Allowances for a \$2,500.00 allowance for unforeseen conditions.

13. Provide bell rigging service back into tower. Provide gravity hammer striker of appropriate size (40" Meneely Bronze bell) to run from clock Mechanism to operate hour strikes.

Restoration per Original

CUSTOM RESTORE ORIGINAL SETH THOMAS TOWER CLOCK MOVEMENT, TO INCLUDE NEW DRIVESHAFTS PER ORIGINAL SPECIFICATIONS. (see detail above) ELECTRIC RENOVATION PER AUTO WINDERS. COMPLETE REFURBISHMENT/RESTORATION OF BEVEL GEAR, UNIVERSALS AND MOTION WORKS. (DIALS GEARS INCLUDED) CUSTOM SANDBLASTING AND HIGH QUALITY PAINT WHERE REQUIRED.. MISSING PARTS AND PIECES TO BE PUT TO ORIGINAL WITH THE PENDULUM.. ARTWORK TO BE INCORPORATED WITH ORIGINAL DESIGN, NAMEPLATE INCLUDED. RESTORE ALL GEARS, PINIONS, AND SHAFTS. AUTO WINDERS ADDED

Price: \$32,463.00

REMOVAL AND REINSTALLATION IS INCLUDED.

RESTORE 4 CLOCK FACES AND HANDS. TO BE REPLICATED AS ORIGINAL, REPLACE GLASS WITH HIGH QUALITY UV RESISTANT ACRYLIC OR LAMINATE GLASS. DIALS ARE ROUGHLY 7 FT . DIAMETER. RE-USE CAST IRON SKELETON DIAL. WIRE BRUSH, PAINT PER SPEC ABOVE. TOWER CLOCK HANDS TO BE MADE OF ORIGINAL WOOD. RENEW LIGHTING FIXTURES AND MOUNTING TO BE PHOTOCELL OPERATED FOR NIGHT TIME USE. – DIALS IN ORIGINAL STYLE.

Price: \$17,863.00 (polycarb)

Price original glass: \$40,000

BELL WORK AS MENTIONED ABOVE. ADD GRAVITY HAMMER STRIKER, AND REQUIRED EQUIPMENT.

Price: \$8,430.00

Total option (per specification and client discussion): \$54,356.00

-Project estimated time of completion: 8-12weeks.(minimum, may take longer)

PRICES DO INCLUDE INSTALLATION, BUT NOT PERMITS, TAXES OR FEES IF REQUIRED. ON SITE ELECTRICAL WORK OR MATERIALS ARE INCLUDED. SHIPPING NOT INCLUDED UNLESS SPECIFIED ABOVE.

This is an estimate only, not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise. Section 00120 – additional expenses may incur Crane Rental fee and or miscellaneous wiring runs. Warranty: Standard manufacturing 3 year warranty. Smith's Bell will guarantee renovated or new equipment free of defects for 3 years. With the Purchase of an annual or semi-annual maintenance agreement, the warranty can be extended to 6 years. Damages due by user, fire, or other natural causes will not be covered under warranty claim.

FIFTY PERCENT (50%) DOWNPAYMENT OR APPROVED PURCHASE ORDER IS REQUIRED. QUOTE VALID FOR 240 DAYS.

BY EMAIL: JJ Smith

04-26-17

PREPARED BY: JJ Smith

DATE



BROOKER CORPORATION



PLUMBING, HEATING & AIR CONDITIONING
200 N. 8TH AVE. E.
P.O. BOX 1022
NEWTON, IOWA 50208
PHONE: 641-792-2387 FAX: 641-792-4748
www.brookermech.com



PURCHASER: Jasper County

PHONE: 521-8844

LOCATION: PO Box 944

CITY: Newton

STATE: IA **ZIP:** 50208

ATTN: Adam Sparks

RE: Armstrong A/C Replacement
Annex Building

We propose to furnish material and labor for the referenced project:

- Install Armstrong 4SCU13LB148P Condensing Unit
4-Ton R-410A Freon 13 S.E.E.R.
- Install Armstrong EC1P48CG Coil
- Flush Lineset

Total Price \$2,875.00

JASPER COUNTY AUDITOR
2017 AUG - 8 AM 9:06

Thank you for the opportunity to quote this project. If you have any questions, please contact our office.
EXISTING MATERIALS BEING REPLACED TO BECOME PROPERTY OF: BROOKER CORPORATION

OUR WORK WILL BE PERFORMED IN THE HIGHEST WORKMAN-LIKE MANNER AND WILL COMPLY WITH EXISTING GOVERNING CODES AND REGULATIONS. ALL LABOR FURNISHED BY US WILL BEAR A ONE YEAR WARRANTY FROM DATE OF INSTALLATIONS. FIXTURES AND EQUIPMENT FURNISHED BY US WILL CARRY WARRANTIES OF MANUFACTURES AND WILL BE EXPLAINED PRIOR TO ACCEPTANCE OF PROPOSAL OR AS LISTED BELOW.

PRICE AND TERMS: THE BELOW AMOUNT IS DUE AND PAYABLE UPON COMPLETION OF WORK PERFORMED. INTEREST AT 1.5% PER MONTH(18% ANNUALLY) WILL BE CHARGED ON ALL PAST DUE AMOUNTS WITH A MINIMUM CHARGE OF 50 CENTS FOR ANY BALANCE UNDER \$35.00.

THE PRICE IS SUBJECT TO CHANGE AFTER 30 DAYS FROM THE DATE OF THE PROPOSAL UNLESS SIGNED BY BOTH THE CONTRACTOR AND PURCHASER.

CONTRACTOR: BROOKER PLUMBING & HTG.

PURCHASER:

BY: Jim Marshall

DATE: 07/26/17

BY:

DATE:



BROOKER CORPORATION



PLUMBING, HEATING & AIR CONDITIONING

200 N. 8TH AVE. E.

P.O. BOX 1022

NEWTON, IOWA 50208

PHONE: 641-792-2387 FAX: 641-792-4748

www.brookermech.com



PURCHASER: Jasper County

PHONE: 521-8844

LOCATION: PO Box 944

CITY: Newton

STATE: IA **ZIP:** 50208

ATTN: Adam Sparks

RE: Ruud A/C Replacement
Annex Building

We propose to furnish material and labor for the referenced project:

- Install Ruud RA1348AJ1 Condensing Unit
- 4-Ton R-410A Freon 13 S.E.E.R.
- Install Ruud RCF4821STAM Coil
- Flush Lineset

Total Price \$3,370.00

2017 AUG -8 AM 9:06
JASPER COUNTY AUDITOR

Thank you for the opportunity to quote this project. If you have any questions, please contact our office.
EXISTING MATERIALS BEING REPLACED TO BECOME PROPERTY OF: BROOKER CORPORATION

OUR WORK WILL BE PERFORMED IN THE HIGHEST WORKMAN-LIKE MANNER AND WILL COMPLY WITH EXISTING GOVERNING CODES AND REGULATIONS. ALL LABOR FURNISHED BY US WILL BEAR A ONE YEAR WARRANTY FROM DATE OF INSTALLATIONS. FIXTURES AND EQUIPMENT FURNISHED BY US WILL CARRY WARRANTIES OF MANUFACTURES AND WILL BE EXPLAINED PRIOR TO ACCEPTANCE OF PROPOSAL OR AS LISTED BELOW.

PRICE AND TERMS: THE BELOW AMOUNT IS DUE AND PAYABLE UPON COMPLETION OF WORK PERFORMED. INTEREST AT 1.5% PER MONTH(18% ANNUALLY) WILL BE CHARGED ON ALL PAST DUE AMOUNTS WITH A MINIMUM CHARGE OF 50 CENTS FOR ANY BALANCE UNDER \$35.00.

THE PRICE IS SUBJECT TO CHANGE AFTER 30 DAYS FROM THE DATE OF THE PROPOSAL UNLESS SIGNED BY BOTH THE CONTRACTOR AND PURCHASER.

CONTRACTOR: BROOKER PLUMBING & HTG.

PURCHASER:

BY: Jim Marshall

DATE: 07/26/17

BY:

DATE:

Brookwood Incorporated

409 N 23rd Ave W PO Box 826
Newton, Iowa 50208
(641) 792-1186
Fax (641) 792-1063

August 2, 2017

Adam Sparks
Jasper County Courthouse
101 1st N
Newton, IA 50208

641-521-8844

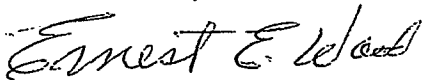
To install an Aire Flo 4ton, coil and condensing unit, rehook to present system and use present line set.

For The Sum of \$3,066.00

Thank you for the opportunity to bid this project and if you have any questions please give me a call.

Terms: Tax is assumed in quote. Payment is due upon date of completion. Quote is guaranteed for 30 days. Permit fees not included.

Thank You,
Brookwood, Inc.


Ernest E Wood
EEW/bnb

JASPER COUNTY AUDITOR
2017 AUG - 9 AM 9:06

Brookwood Incorporated

409 N 23rd Ave W PO Box 826
Newton, Iowa 50208
(641) 792-1186
Fax (641) 792-1063

August 4, 2017

Adam Sparks
Jasper County Annex
101 1st N
Newton, IA 50208

641-521-8844

To install a 4ton A/C, coil and condensing unit, rehook to present system and flush present line set.

Rheem 13 Seer **\$3,198.00**

Lennox 14 Seer **\$4400.00**

Thank you for the opportunity to bid this project and if you have any questions please give me a call.

Terms: Tax is assumed in quote. Payment is due upon date of completion. Quote is guaranteed for 30 days. Permit fees not included.

Thank You,
Brookwood, Inc.



Ernest E Wood
EEW/bnb

2017 AUG -8 AM 9:07
JASPER COUNTY AUDITOR

Van Ryswyk Plumbing & Heating, Inc.

PO Box 520
 Monroe, IA 50170

Estimate

Date	Estimate #
8/3/2017	1949

Name / Address
Jasper County Maintenance 113 West 2nd Street South Newton, IA 50208 USA

				Project
				Old Jail
Description	Qty	Rate	U/M	Total
Install Armstrong 4 ton 13 SEER AC condenser Install new 4 ton AC coil on furnace wash out AC lines Labor and parts to complete @ Annex Bldg. (old jail)	1	4,450.00		4,450.00
We appreciate your business		Subtotal		\$4,450.00
		Sales Tax (7.0%)		\$0.00
		Total		\$4,450.00

JASPER COUNTY AUDITOR
 2017 AUG -8 AM 9:07

Mechanical System Recommendation



Date: 7/26/2017
 Job Name: A.C. Replacement
 At: 2nd Floor DHS Area

To: Jasper Co. Board of Supervisors
 Address: Attn: Adam Sparks

Items Included In Recommendation			
Installation Material	Yes	Cutting	No
Installation Labor	Yes	Patching	No
Electrical Wiring	Yes	Digging	No
Necessary Plumbing - Condensate		Required Permits	No
Gas Piping	No	Vent Piping	No

We recommend the following equipment:

Carrier air conditioner model 24ABB348ABN3, 13 SEER with 45,500 BTU cooling capacity. This model uses Puron "ozone-friendly" refrigerant.

Carrier cased evaporator coil model CNPVP4821ALA, this model uses a TXV metering device.

Flush and reuse existing refrigeration lines, furnace, ductwork, electrical and thermostat.

Commercial Warranties:

5 year limited on compressor and parts

1 year limited on labor

**Crane lift included in this quote

2017 AUG - 8 AM 9:07
 JASPER COUNTY BOARD OF SUPERVISORS

Thank you for the opportunity to quote this bid.

Existing equipment being replaced, if any, to be property of

Dealer will remove
 (Dealer / Purchaser)

REASONS TO BUY FROM WARNICK & REEVES MECHANICAL

1. Licensed, Bonded and Insured.
2. Radio dispatched service trucks.
3. Phone answered 24 hours, 7 days a week.
4. Extended warranty on all equipment installed.
5. We sell - We service - We care.
6. Continuing education program for all personnel.
7. We service all makes and models of equipment.
8. Proper design and installation join to give you trouble free operation for a better return on your investment.
9. Quality service at a reasonable price.

Warnick & Reeves Mechanical Warranty Policy

Our work will be performed in the highest skilled manner and will comply with existing governing codes and regulations. All labor on new equipment furnished by us will bear a one year warranty from the date of installation. All material and equipment furnished by us will carry the printed manufacturer warranty. This warranty will be explained to you before acceptance of this proposal.

PRICE AND TERMS

A. Cash <u> X </u> on completion.
B. _____ 1/2 payment now.
C. _____ 1/2 payment day of completion.
D. _____ 90% each month - work completed
Add 3% to total price if paying by credit card.

Heating Equipment _____

Air Conditioner Equip. _____

Plumbing Equipment _____

Other Equipment _____

Carrier 24ABB3

	Tax	Total
	No	\$3,050.55

Unless signed by purchaser price subject to change 30 days from following date.

TOTAL PRICE \$3,050.55

Payment terms A

The above amount is due and payable on or before the 10th of the month following purchase Interest at 1 1/2% per month (equal to 18% annually) charged on all past due accounts a minimum charge of \$1 00 for any balance under \$25 00

Dealer Warnick & Reeves Mechanical

Purchaser _____

By Jack Reeves

By _____

Date 7/26/2017 jw

Date _____

PROFESSIONAL SERVICES AGREEMENT

ATTN: Joe Brock, Chairman
CLIENT: Jasper County Board of Supervisors
Jasper County Courthouse, Room 203
Newton, IA 50208

PROJECT: Jasper Co. - Annex Building Investigation

PROJECT LOCATION: Newton, IA

DATE OF AGREEMENT: April 10, 2017

PROJECT DESCRIPTION

Complete a limited investigation and develop conceptual options for improvements and repairs to the Jasper County Annex Building.

SCOPE OF SERVICES

We will provide the following services for the project:

Civil Engineering, Architecture, Structural Engineering, and Land Surveying

These services will consist of the following tasks:

1. Exterior Investigation Services
 - A. Investigate and develop a conceptual option of repairs and modifications to the exterior dock and entrance on the south side of the building with associated cost opinion. Option will include the removal of the dock and brick room addition on the dock with installation of a new structural stoop.
 - B. Investigate options to replace the existing accessible ramp to the south door to comply with current accessibility standards. Develop one (1) conceptual option for replacement with associated cost opinion.
 - C. Investigate the existing basement window wells and develop option(s) for repairs or replacement with associated cost opinions.
 - D. Review existing building foundations and water infiltration issues into the building and develop up to two options to improve foundation waterproofing and drainage.
 - E. Investigate the option to remove the existing egress stair tower on the east side of the building and what improvements may be needed to patch the existing door penetration. We have not included a code review of building egress requirements in our exterior scope of services as the County has already reviewed with local building officials.
 - F. Review existing grades and drainage around the building and develop option(s) for improvements with associated cost opinions.
 - G. Presentation at one (1) Board of Supervisors meeting to review investigation findings and repair options with associated cost opinions.
2. Interior Basement Infiltration Review
 - A. Review the basement level of the building and existing visible water infiltration issues and damage. Develop a scope of repair options with associated cost opinion for the exterior wall repair in the basement of the building.



3. Current Space Needs Analysis
 - A. Produce conceptual floor plans (3 floors) of building. Floor plans will not be all inclusive but conceptual in nature as required for the space needs analysis.
 - B. Determine functions, by department and service, housed within building.
 - C. Calculate approximate area used by each department and service.
 - D. Review layout of each department and service to determine utilization of space.
 - E. Produce spreadsheet of areas within each department service with assigned area utilized.
 - F. Meet with available heads of departments or services to discuss if any current space need is not being fulfilled in the Annex Building.
 - G. Determine approximate size of building needed to house current departments and services.
 - H. Presentation at one (1) Board of Supervisors meeting to review space needs analysis.

4. Future Space Needs Analysis:
 - A. Meet with department heads to discuss future space needs for their individual departments.
 - B. Review with County Officials to determine other departments to be housed within a Jasper Co. Administrative Building.
 - C. Produce spreadsheet of areas needed for a Jasper Co. Administrative Building.
 - D. Evaluate one (1) existing building and provide high-level cost opinion for remodel costs required to relocate Annex Building departments.
 - E. Evaluate high level cost associated with demolishing or transferring ownership of the Annex Building.

5. Architectural Code Assessment
 - A. Complete an architectural code assessment of the existing building.

6. Complete a limited topographic survey of the annex building including all improvements from the building to the edge of adjacent streets or alleys.
 - A. Show and describe substantial visual improvements such as buildings, window wells, sidewalks, paving, fences, concrete slabs, mechanical equipment, etc.
 - B. Location of public and private utilities existing on or serving the surveyed property. Information from observed above grade evidence, evidence from plans provided by the Client and utility companies, and markings by utility companies at the time of the survey will be included in the base drawing. It is likely that additional private utility locates may be needed and recommended as part of the design phase scope of services.
 - C. Survey existing grades to the extent necessary to determine overall site drainage patterns and to show one foot contour intervals with errors not exceeding one contour interval.
 - D. Prepare an AutoCAD base drawing with the surveyed topographic information.
 - E. We have not included any pipe video scoping or dye testing services but may recommend these following the topographic survey investigation.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, building egress, and water pollution tests.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total	Client Approved Scope
Exterior Investigation Services	Fixed Fee	\$6,600	Included	\$6,600	
Interior Basement Infiltration Review	Fixed Fee	\$3,200	Included	\$3,200	
Current Space Needs Analysis	Fixed Fee	\$6,200	Included	\$6,200	
Future Space Needs Analysis:	Fixed Fee	\$2,000	Included	\$2,000	
Architectural Code Assessment	Fixed Fee	\$1,200	Included	\$1,200	
Limited Topographic Survey	Fixed Fee	\$4,800	Included	\$4,800	
TOTAL		\$24,000	Included	\$24,000	

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Included – Expenses have been included in the Fee amount.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Full building assessment including mechanical, electrical, structural, roofing, and architectural.
2. Design and Construction Documents for any improvements or repairs.
3. Public and Private utility location services.
4. Storm sewer camera scoping to determine location and condition of existing pipes.
5. Attendance at additional Board of Supervisor meetings.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery July 2013

PARTIES

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.



Chris Bauer, PE, PMP
Civil Engineer-Project Manager
cbauer@shive-hattery.com
515-223-8104

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Jasper County Board of Supervisors

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

Attest: _____
Dennis Parrott, Auditor

JASPER COUNTY

ORDINANCE 62A

AN AMENDMENT TO REPEAL SUBSECTION (A) UNDER UNPAVED ROADS IN SECTION 3 OF ORDINANCE 62 AN ORDINANCE TO ESTABLISH A POLICY FOR THE CONSTRUCTION AND RECONSTRUCTION OF ROADWAYS AND BRIDGES ON THE JASPER COUNTY SECONDARY ROAD SYSTEM AND REPLACE IT WITH NEW WIDTH DEMENSIONS FOR FINISHED TOPS ON GRANULAR SURFACED ROADS

BE IT ORDAINED BY THE BOARD OF SUPERVISORS JASPER COUNTY:

SECTION 1 -- PURPOSE

The purpose of this ordinance is to establish Jasper County's policy for the construction of roads, reconstruction of roads, construction of bridges, reconstruction of bridges and other roadway and drainage features associated with road and bridge construction.

SECTION 2 -- LEVEL OF SERVICE

The level of service shall be based on traffic counts, pavement type, roadway geometrics and other data used in accepted engineering design as established by the County Engineer, Iowa Department of Transportation and the Federal Highway Administration.

SECTION 3 -- DESIGN CRITERIA

In implementation, this policy shall set the minimum design standards that Jasper County will follow in the construction or reconstruction of roads and bridges. These criteria shall be based on accepted engineering practices and standards established by the Iowa Department of Transportation and the Federal Highway Administration.

The County Engineer shall assure the minimum design standards established herein are adhered to in a uniform manner unless, in his or her professional judgment, a deviation from standards is warranted. Minimum design standards are not subject to discretionary enforcement. Any deviations must be documented as unreasonable and or impossible to implement by the County Engineer and/or the County Board of Supervisors.

PAVED ROUTES

A) New Pavement

- 1) New pavement shall be constructed with a minimum 22' wide pavement and granular shoulders. Intersections with non-paved roads shall have pavement extended back onto the intersecting road a minimum 50' beyond the end of the intersection radius.

B) Reconstruction of Pavement

1. Paved roads shall be reconstructed with a 22' wide pavement or to the previous pavement width, whichever is greater with granular shoulders.

UNPAVED ROADS

- A) Granular Surfaced Roads
 - 1) New construction of granular surfaced roads shall have a 28' finished top.
 - 2) Reconstruction of granular surfaced roads shall have a 28 foot finished top. A 26 foot minimum may be used when terrain, right of way, or sufficient drainage deems it necessary. Roads with an existing width of less than 28' shall have a minimum finished top of that preexisting width if unable to be widened.

- B) Class B & C Roads
 - 1) Class B and C roads will be built to the minimums as outlined by Iowa Code.

BRIDGES & Drainage Structures

All Bridges primary construction will be with steel and concrete.

- A) Paved Routes
 - 1) Bridges on paved routes shall be built with a minimum width of 30'. Wider structures will be installed when there are issues relating to oversized vehicles, pedestrian facilities, biking usage or other issues where the additional width is felt to be warranted.
 - 2) Culverts under paved roads shall be concrete.
 - 3) Pipe culverts larger than 54" in diameter may be substituted with reinforced box culverts.
 - 4) Design for drainage structures will be governed by accepted hydraulic design standards. Input from IDNR, Corp of Engineers, Iowa DOT, NRCS, or USGS may impact the size and type of the structure to be placed.
 - 5) Water and livestock will use separate structures whenever possible.

- B) Unpaved Routes
 - 1) Bridges will normally be a minimum of 24' on gravel roads. Culverts may be metal or concrete. Pipe culverts larger than 54" in diameter may be substituted with reinforced box culverts.
 - 2) Design for drainage structures will be governed by accepted hydraulic design standards. Input from IDNR, Corp of Engineers, Iowa DOT, NRCS, or USGS may impact the size and type of the structure to be placed.
 - 3) Water and livestock will use separate structures whenever possible.

- C) Class B & C Roads
 - Class B and C roads will be built to the minimums as outlined by Iowa Code.

- D) Entrance Bridges
 - Any and all bridges/drainage structures that are fully or partially in the road right-of-way that serve as entrances to private property from the public roadway shall be considered the jurisdiction and responsibility of the County. If a structure does not sit fully or partially in the road right-of-way it will be considered a private structure and not under the jurisdiction of the county.

SECTION 4 -- REPEALER

All ordinances and resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 5 -- SEVERABILITY CLAUSE

If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 6 -- WHEN EFFECTIVE

This ordinance shall be in effect immediately after its final passage and publication as provided by law. In addition, this ordinance shall remain in effect until such time the Board of Supervisors passes a future ordinance repealing this ordinance.

Passed and approved this _____ day of _____ 2017.

Jasper County Board of Supervisors

Joe Brock, Chairman

Denny Carpenter

Doug Cupples

ATTEST:

Dennis Parrott - County Auditor

First Reading: _____

Second Reading: _____

Approved: _____

Published: _____

The Newton High School Athletic Booster Club is requesting permission to use the southwest corner of the courthouse lawn on Thursday, September 14, 2017 beginning at 4:00. The parade starts at 6:00.

Fundraising Committee will be:

selling pulled pork sandwiches, chips, and pop for \$5.00.

We will be setting up 3 Monroe tables to set all the items on. Coolers will be used for pop and water. We will need electrical service as well, so we can set up the roasters to keep the pulled pork warm.

There will also be a card table for our raffle.

Merchandise Committee will be:

Setting up 3 Monroe tables for the merchandise they will be selling before and after the parade. They will be selling hats, sweatshirts, t-shirts, etc.

Please let me know if there is any other information you are wanting from the Newton Athletic Booster Club. Hope to hear from you soon and thank you for your assistance

Thanks again,

Dan and Jen Bebout

Fundraising Committee

641-275-2410

August 8, 2017

Tuesday, August 8, 2017 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Brock, Carpenter and Cupples present and accounted for; Chairman Brock presiding.

Treasurer Doug Bishop asked the Supervisors to approve the Treasurer's Semi-Annual Report and Tax Suspension list.

Motion by Carpenter, seconded by Cupples to approve the Treasurer's Semi Annual Report for the period beginning January 1, 2017 and ending June 30, 2017.

YEA: CUPPLES, CARPENTER, BROCK

Motion by Cupples, seconded by Carpenter to approve the 2017/2018 Tax Suspension List.

YEA: CARPENTER, CUPPLES, BROCK

Joe Otto told the Supervisors that the National Guard had ruled out using a helicopter to move the red bridge and requested that the County pay for a site visit by Calhoun & Burns to estimate the cost of moving the red bridge. The County Engineer said that a cost of the site visit could range between \$2,000 and \$10,000. The Board asked that they be given a quote for services provided by Calhoun & Burns to do a site visit to evaluate the move before they approved of the expenditure.

Sheriff John Halferty presented to the Board a participation agreement to provide credit card payment services and a resolution setting Jail Service Fees.

Motion by Carpenter, seconded by Cupples to approve an agreement between Jasper County and Government Payment Services, Inc. for processing credit, debit and pre-paid debit card transaction for the Sheriff's Office.

YEA: CUPPLES, CARPENTER, BROCK

Motion by Carpenter, seconded by Cupples to adopt Resolution 17-55 setting the fee for fingerprinting services at \$20 per individual and a UA testing fee at \$10 per test.

YEA: CUPPLES, CARPENTER, BROCK

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Human Resources Director, Dennis Simon asked the Board to approve the hiring of a Sheriff's Deputy for the Sheriff's Office.

Motion by Cupples, seconded by Carpenter to adopt Resolution 17-56 certifying the following appointment to the Auditor for payroll implementation:

<u>DEPARTMENT</u>	<u>POSITION</u>	<u>EMPLOYEE</u>	<u>PAY RATE</u>	<u>RANGE/STEP</u>	<u>EFFECTIVE DATE</u>
Sheriff's Office	Deputy	Brandon Bruxvoort	\$25.03	Hire-In Non-Progressive Union Scale	08/21/2017

YEA: CARPENTER, BROCK, CUPPLES

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Community Development Director Nick Fratzke brought the Board up to speed on FEMA's preliminary flood insurance rate map and the appeals process.

Property Owner, John Eatwell expressed to the Supervisors his thoughts about the inadequacies of a low water level crossing and the need to get the bridge replaced on North 91st Avenue West.

The County Engineer explained that bridge project was in the works and contract letting for the bridge would be next spring but the Secondary Roads Department would be building the low water level crossing immediately.

Margot Voshell, representing the Jasper County Board of Health, spoke to the Supervisors about her perceived poor conditions of the County Annex basement, where the Health Department is located and asked that they be moved to a different location. Voshell said that the Board of Health is also wanting more space. The Board of Supervisors is contemplating whether to fix the annex or find another building.

Supervisor Cupples stated that he thought that the Board should hire Shive-Hattery Architecture Engineering Consulting Firm to do a space analysis to determine the true needs of the different agencies housed in the Annex Building before any decision is made on fixing and remodeling the building or moving to a different building. Supervisor Brock said that this issue would be put on next week's agenda.

Motion by Carpenter, seconded by Cupples to approve the cancelation of the following unclaimed warrants that are over one year old: Warrant No. 528838 dated 3/22/2016 in the amount of \$38.88.

YEA: CUPPLES, BROCK, CARPENTER

Motion by Carpenter, seconded by Brock to table agenda item#10 - Set a Public Hearing to Repeal and Amend County Ordinance 62 and to bring it back to the Board with revised language on next week's agenda.

YEA: BROCK, CARPENTER, CUPPLES

Motion by Carpenter, seconded by Cupples to approve Board of Supervisors minutes for 8/1/2017.

YEA: CUPPLES, CARPENTER, BROCK

There were no Board appointments

Motion by Carpenter, seconded by Cupples to adjourn the Tuesday, August 8, 2017 meeting of the Jasper County Board of Supervisors.

YEA: CUPPLES, CARPENTER, BROCK

Dennis K. Parrott, Auditor

Joe Brock, Chairman